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August 1, 2008

Catrice C. Williams, Secretary  
Department of Telecommunications & Cable  
Commonwealth of Massachusetts  
Two South Station, 4<sup>th</sup> Floor  
Boston, Massachusetts 02110

Mary L. Cottrell, Secretary  
Department of Public Utilities  
Commonwealth of Massachusetts  
One South Station, 2<sup>nd</sup> Floor  
Boston, Massachusetts 02110

Re: Memorandum of Agreement Regarding Jurisdiction Over  
Pole Attachments And Double Pole Disputes

Dear Ms. Williams and Ms. Cottrell:

I write on behalf of Verizon New England Inc., d/b/a Verizon Massachusetts (“Verizon MA”) in response to the memorandum issued by Commissioner Gillett and Chairman Hibbard on July 18 soliciting comments on the Memorandum of Agreement between the Department of Telecommunications & Cable (“DTC”) and the Department of Public Utilities (“DPU”) regarding jurisdiction over pole attachments and double pole disputes (“the MOA”).

Verizon MA appreciates the time and effort that the DTC and DPU have devoted to developing the MOA, setting forth the terms by which the agencies intend to share regulatory jurisdiction over attachments to utility poles, ducts and conduits under G.L. c. 166, § 25A and over double poles pursuant to G.L. c. 164, § 34B. Verizon MA suggests, however, that assignment of a pole attachment complaint to an agency based on the ostensible purpose of the attachment at issue, as provided in ¶¶ 3-5 of the MOA, may not be appropriate in many circumstances and may lead to anomalous results. Consider the example of a dispute over pole attachments for a natural gas meter reading system. Paragraph 5 of the MOA would have the DPU adjudicate such a dispute. But a meter reading system is a communications system,

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designed to transmit intelligence, and could be attached in the communications space on the poles. As such, Verizon MA and the DTC would have a greater and more direct interest in the proper adjudication of that dispute than would the DPU and the power company that co-owns the poles.

Verizon MA suggests that sharing adjudicatory responsibility based on the identity of the parties to the dispute would more effectively assign cases to the agency with the appropriate interest and expertise. Thus, any complaint brought by or against an electric company co-owner of poles would be adjudicated by the DPU, and any complaint brought by or against Verizon MA or other telephone company co-owner would be adjudicated by the DTC. Where both pole co-owners are parties to an action, the location or proposed location of the attachments on the poles would determine the agency to adjudicate the claim, so that the DTC would determine complaints concerning attachments that are or would be placed in the communications space, and that the DPU would determine complaints concerning attachments in the power supply space or the neutral zone. Such a division of responsibility would also ensure that complaints raising power supply safety issues would be addressed by the DPU.

Verizon MA asks the DTC and the DPU to consider the above-proposed methodology to determine the agency that would adjudicate particular pole attachment disputes.

By filing these comments, Verizon MA does not in any way agree, assent or subject itself to the MOA, nor does Verizon MA waive any objection it may have to the MOA, the terms of the MOA, the application of the MOA to a particular issue or dispute, or the exercise of jurisdiction by either agency over any of the issues addressed in the MOA.

Sincerely,

/s/ Alexander W. Moore

Alexander W. Moore

cc: Laura Olton, Esq. (electronic only)  
Geoffrey G. Why, Esq. (electronic only)